

EXHIBIT G

Part II

Ownership / Carried Interest of James MARQUEZ in Bayou Entities

It is clear to me based on recent events that we should work toward a complete separation of our business activities, so that ultimately I retain no ownership or equivalent in any Bayou entities. That assessment is based on the following factors:

- 1) Determination of personal working relationships
- 2) physical separation provides me no ability whatsoever to monitor ongoing enterprise activities, participate in decision-making, affect performance, control expenditures or revenue-sharing joint ventures with non-Bayou entities
- 3) Multitude of commitments to outside parties i.e. finder's fees, profit-sharing, fee splitting that have nothing to do with my activities on behalf of Bayou
- 4) my desire to engage in business activities completely unrelated to Bayou and where Bayou has no strategic interests or commitments.
- 5) Recognition and Acceptance that our paths are diverging and that we no longer share common goals, objectives, philosophy or method of implementation

How To Value My Carried Interest

When I was invited to form new business enterprises under the collective Bayou banner, it was stipulated that Sam Israel and I would be equal PARTNERS, save the carried interest attributable to DAN MARINO. Adjusting for the carried ownership interest for the benefit of Marietta MARQUEZ for putting up the NASD-required capital to fund Bayou Securities L.L.C., my intrinsic interest was approximately 40%.

I participated in the evolution of the Firm(s) since late 1995, doing whatever was necessary to try to make the Bayou businesses become successful and self-nurturing. Sometimes those efforts met with good success, other times my efforts were great failures. Now my activities on behalf of Bayou are further evolving into contractual/consulting/agency functions that by definition do not constitute partnership interests so An

Accounting is necessary to commence the formal separation. But what is the correct methodology for valuing my carried interest in the Bayou entities? After very careful consideration, I would propose the following:

Payment For Past Sins

A great deal has been said in the past 9 months concerning "How much of the problem Jim MARQUEZ created. Leaving rhetoric aside - let's make it simple - for my transgressions, I will relinquish $\frac{1}{2}$ of my carried interest, bringing me down to 20%. Furthermore, I will stipulate the following: (1) through the management of a sub-account (see Part I of my discussion) I will endeavor to create through ~~capital gains~~ commissions and/or capital gains as much income as possible to contribute to the Problem. As stated in Part I, the goal will be \$MM net to Bayou Securities on an annualized basis. Depending on how the \$MM "loan" is ultimately treated, that adds up to \$MM by my math.

The Relinquished 20% carried interest on my part also roughly equals the interest your new strategic investor desires.

② I will not receive a penny of carried interest payment until the Problem has been dealt with in its entirety. The total number cannot be a moving target from a fixed moment in time, namely, Dec 31, 2000. However, once the nut has been covered, I would request that my payout commence with a maximum 36 month time-frame which of course, is separate and distinct from any income earned by myself or Mariella for consulting, sub-account investment Mgt., Research commissions etc which are subject to their own aforementioned terms and conditions.

Furthermore, that payout should be spread on a monthly basis (through Net commission allocation to Mariella Marquez) or, if possible, in part, by lump-sum distribution through capital gains distribution as part of Bayou Funds' Incentive fees annually.

It is, of course, your prerogative whether you wish to accelerate payment in one form or another at an earlier date than 36 months from commencement of the payout period. It is my goal that the beginning of the payout will commence early in 2002, with the Problem being completely dealt with over the balance of 2001.

So, in summary for my past mistakes I voluntarily
4 will give up 1/2 of my interests in the Bayou Entities

and I further commit myself to generating the income necessary to fill more than $\frac{1}{2}$ of the hole. I can't do more and I should not do less.

What's 20% of the Bayou Empire worth?

Depending when you are talking or who you are talking to, or what point you are trying to make - it's worth a whole lot or nothing. As in all things, the objective can be converted to subjective and vice versa. Let's try to stick to the formulas that have been used in other discussions.

If 1% costs 250,000 then $100\% = \$25,000,000$
 If 3,000,000 buys 25% of business, then $100\% = 12,000,000$
 The midpoint between the two is $100\% = 18,500,000$
 Then 20% of 18,500,000 = 3,700,000

Payble $\frac{1}{3}$ per year = 1,233,000
 Payable monthly = \$102,750 per month

At 100,000 sh/day 22 days = 2,200,000 shrs/month
 per month

At 4¢ per share net commission = \$88,000 per month

5 To Equilibrate will require approx 17,000 sh/day
 at 11¢ = 187,000 net/mo

4680 per day times 22 days per month = \$102,960/month
 times 12 months = \$1,235,520

Which roughly equals \$1,233,000
 or 1/3 of 3,700,000 per year.

Therefore, my proposal is to payout
 Net commissions of 117,000 shares per
 day, at 22 days per month, for
 12 months a year, payable monthly.

I will even be responsible for generating
 the commissions myself, post dealing
 with the problem. And the balance
 of roughly 500,000 shares per day can
 go toward paying your finder fees,
 paying yourself, paying your
 other partners, internal or external
 whatever, it will be no business
 of mine.

ONCE this payment is completed we
 can either shut company completely
 or re-negotiate a new
 agreement going forward that
 satisfies the interests of all
 parties.